GOVERNMENT OF ANDHRA PRADESH
ABSTRACT

Animal Husbandry Department – Tenders – Rate Contract for supply of milking machines for the year 2015-16 & 2016-17 through **e- procurement** – Constitution of Technical Bid Committee and Financial Bid Committee – Orders – Issued

ANIMAL HUSBANDRY, DAIRY DEVELOPMENT AND FISHERIES (AH.I) DEPARTMENT

G.O.Rt.No.206 Dated:08.09.2015
Read:

1. G.O.Rt.No.127, AHDD&F(AH.I) Dept., dated 21.03.2012.

2. From HOD, AH Dept., Lr. Roc.6859/D/D2/2015, Dated 07.08.2015.

ORDER:

In the reference 2nd read above, the Head of the Department, Animal Husbandry Department, A.P. Hyderabad among other things has requested the Government to constitute Technical Bid Committee and Financial Bid Committee to call for fresh tenders through e procurement for supply of Milking Machines and also permit him to call for Bi-annual tenders through e-procurement for the year 2015-16 & 2016-17 . He is also requested to approve the terms and conditions along with specifications of Milking Machines as annexed to his letter cited.

2. Government after careful examination of the matter, hereby constitute the following Technical Bid Committee and Financial Bid Committee as detailed below.

TECHNICAL BID COMMITTEE

1	Director of Animal Husbandry	Chairman
2	Two Joint Directors from Animal Husbandry Department	Member
3	Professor & Head ILFC, CVSc, Rajendra nagar, Hyderabad	Member
4	Nominee from O/o Commissioner of Industries , A.P.,Hyderabad	Member
5	Representative from APDDCF	Member
6	Deputy Director (AH) CLF, Chintaladeevi, Nellore Dist	Member
7	Additional Director (Planning) Department of Animal Husbandry	Member-cum-Convener

FINANCIAL BID COMMITTE

1)	Director of Animal Husbandry	Chairman
2)	Two Joint Directors from Animal Husbandry Department	Member
3)	Professor & Head ILFC, CVSc, Rajendra nagar, Hyderabad	Member
4)	Chief Accounts Officer, Directorate of Animal Husbandry, Andhra Pradesh, Hyderabad	Member
5)	Representative from APDDCF	Member

6	Deputy Secretary to Government, AH,DD & F, Dept., GoAP, Hyderabad	Member
7)	Additional Director (Planning) Directorate of Animal Husbandry, Hyderabad	Member-cum-Convener

3. The Head of the Department, Animal Husbandry Department, A.P Hyderbad is also permitted to call for Bi- annual tenders through e-procurement for fixing unit cost for deciding subsidy on supply of Milking machines for the years 2015-16 and 2016-17. Government also approved the terms and conditions of tender along with specifications of Milking Machines and appended as Annexure to this order. Once the unit price and Subsidy based on Unit Price so fixed, is decided, choice will be left to the livestock farmers for selecting milking machines.

4. The Head of the Department, Animal Husbandry Department is requested to send necessary proposals to Governemnt for approval to finalize the tenders and acceptance of rates and entering into agreement with qualified firms.

5. The Head of the Department, Animal Husbandry Department, A.P. Hyderabad shall take necessary action accordingly.

6.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

Dr. MANMOHAN SINGH
PRINCIPAL SECRETARY TO GOVERNMENT

To
All the Members of Technical Bid Committee and Financial Bid Committee through Head of the Department, Animal Husbandry Department, A.P. Hyderabad. He is requested to serve copies to all Members.
The Head of the Department, Animal Husbandry Department, A.P. Hyderabad.
Copy to:
The PS to M(A,AHDD&F), A.P. Secretariat
The P.S. to Principal Secretary to Government, AHDD&F Department, A.P. Secretariat, Hyderabad.

//Forwarded By Order//

SECTION OFFICER

ANNEXURE TO THE G.O.Rt.No. 206 , AHDD&F (AH.I) Department, Dated 08.09.2015.

TENDER TERMS & CONDITIONS FOR SUPPLY OF Milking Machines TO THE ANIMAL HUSBANDRY DEPARTMENT FOR THE YEARS 2015-16 and 2016-17

1.0 Tenders are invited through *on-line* up to - 09-2015 5.00 P.M. by the Director of Animal Husbandry, Government of Andhra Pradesh, Hyderabad for supply of Milking Machines to the farmers of AP State under different programmes for a period of Two years from the DATE OF ACCEPTANCE OF THE TENDER or till finalization of next tenders.

1.2 The interested bidders have to mandatorily log on to e-procurement web site through Secure mode only and submit their bids using digital certificates (signing certificate – single key pair) obtained from Andhra Pradesh Technology Services Ltd. [APTS – Sub CA] in-compliance to Chapter III of IT Act 2000. The details and procedure for obtaining digital certificates is given at www.eprocurement.gov.in or contact the helpdesk of the site or visit www.apts.gov.in

Andhra Pradesh Technological Services Limited
4th Floor, B-Block BRKR Bhavan
Tankbund, Hyderabad .AP.
Phone No. 91-40-23220305, 23221760,
23224289, 23223865
Fax- 91-40-23228057

1.3 The quantities for supply of Milking Machines are provisional, as mentioned in Annexure-B. The required quantities may be increased or reduced, depending on the demand of the farmers.

2.0 ELIGIBILITY TO PARTICIPATE IN TENDERS:

2.1 Manufacturers or their authorized Dealers are eligible to participate in this Tender. Authorized Dealers should attach letter of Authority from the Principal manufacturer to participate in this Tender.

2.2 The Manufacturing Company should be a Registered Firm.

2.3 **The Specifications of Milking machines, packing are enclosed as Annexure-B.**

2.4 The Tenderer shall have minimum of two years of marketing/manufacturing experience in supply of equipment to livestock sector, with Annual Turnover of Rs.25.00 Lakhs for the years 2013-14 and 2014-15.

2.5 The Tenderer shall quote the Price & variety(s) of milking machine for entire state

2.6 The Milking Machines shall be supplied at destination of the Veterinary institutions at Mandal Head Quarter in each district as indicated by the Indenting Officer.

2.7 The Director of Animal Husbandry, A.P. reserves the right to reject the tender of blacklisted companies and those of companies whose past performance with the Department of Animal Husbandry was unsatisfactory due to delayed / erratic supplies, frequent product failures etc.,

3.0 SUBMISSION OF THE ON-LINE TENDER FORMS:

3.1 Tenders have to be submitted in two parts in ONLINE in the prescribed proforma i.e.,

Part. I: TECHNICAL BID

Part. II: FINANCIAL BID

3.2 Financial Bids of those Tenderers who qualify in Technical Bid will only be considered for finalization of Rate Contract.

3.3 All the columns in the Technical Bid are to be filled in meticulously with precision, with documentary evidence wherever necessary.

3.4 All the required documents / enclosures / literature etc., have to be uploaded & attached along with Technical Bid (Part. I of the Tender) only.

3.5 The Financial Bid (Part II) of those tenderers will be considered only who uploaded / electronically attached all the required documents to Technical Bid (Part-I).

3.6 The Financial Bid shall consist of the details of rates offered.

4.0 The Schedules For Opening Of Tenders Through Online Are:

-09-2015 (11.00 AM onwards)	**Opening of Technical Bids (Part-I)**
-09-2015 (11.00 AM onwards)	**Opening of Technical Bids (Part-II)**

4.1 The dates scheduled for RECEIPT and OPENING of tenders are fixed and will not be changed under any circumstances. However, the Director of Animal Husbandry, AP, Hyderabad reserves the right of postponement of the date of opening of Tenders or date of opening of financial bids in the event of any unforeseen reasons.

4.2 Under any unforeseen reasons, if the last date for submission of tenders and opening of Tenders is a Public Holiday, the notified dates will get automatically postponed to next working day.

4.3 The Director of Animal Husbandry, A.P., Hyderabad is "Not Responsible" for non-receipt of tenders or late uploading of tenders on *online* for any reason, whatsoever.

4.4 Failure to fill and sign the declaration and check slip shall make tender invalid.

5.0 DOCUMENTS TO BE ELECTRONICALLY ATTACHED:

5.1 All the required documents are to be arranged in the serial order, *(Serial Numbers and Page Numbers should be indicated on the right side top of the corner)* and to be uploaded to the e-procurement web site i.e., www.eprocurement.gov.in.

Sl.No	Code No.	Name of the Document
1.	E-I	Declaration Form
2.	E-II	Check Slip
3	E-III	Manufacturing License / Authorization letter from the Manufacturing firm
4	E-IV	Earnest Money Deposit
5	E-V	VAT/Sales Tax Clearance Certificate, payment particulars for preceding two years along with supporting Documents. (2013-14 & 2014-15)
6	E- VI	Annual Turnover Assessment order for the

		preceding two years (2013-14 & 2014-15) certified by Commercial Tax Officer / Chartered Account.
7	E – VII	Copies of balance Sheet, Profit and loss Account for last two years i.e. (2013-14 & 2014-15) duly certified by the Auditor.
8	E – VIII	Latest Solvency Certificate (Original)
9	E – IX	Latest Non-Conviction Certificate (In Original) If applicable
10	E-X	Sample Submission Declaration (Clause No. 17.2).
11	E-XII	BIS / ISO issued by the Competent Authority
12	E – XIII	APSSIDC/NSIDC Certificate, if applicable.
13	E-XIV	Government Ownership Certificate, If applicable.
14	E-XV	Product Catalogue with price list (MRP), Publication/ Abstracts about product.
15	E- XVI	Declaration in terms of G.O.Ms.No.352.
16	E-XVII	Invoices of Marketing Experience (Invoices at least 3 to 4 different months of that particular year) for one year.
17	E-XVIII	Income tax returns for the last preceding two year along with PAN CARD
18	E-XVIV	An under taking stating that no Dues are pending with Income Tax Department.
19	E-XVI	User manual/ product literature.
20	E-XVII	List of spares/ accessories.

5.2 The Tenderers are requested to submit the hard copies of all the original documents uploaded, for verification on or before -09-2015 , 5.00 P.M. at Directorate of Animal Husbandry, AP, Hyderabad.

a) Check slip of all the documents uploaded.
b) Copies of all the documents which are uploaded on- line.

Note: This is only for cross verification of the uploaded documents. Any required document failed to upload, the bid shall become invalid, even though documents are produced physically

5.3 All the enclosed documents shall be in English or Telugu, If Any Document is Produced in any Language Other than English or Hindi or Telugu, True Translation copies of Such documents in English Shall be enclosed duly attested by a Gazetted Officer. Failure to submit English translation of such documents shall make tender invalid. All Originals are to be presented at the time of scrutiny for verification.

6.0 **Transaction fee:**

All the participating bidders should pay the Transaction fee @ 0.03% of quoted value with a cap of Rs.10,000/- along with Service tax @ 10.30% on transaction fee, payable to M/s. C1 India Pvt. Ltd., by using Credit cards (Any MASTER / VISA Card) issued by any bank or through net banking accounts with ICICI, UTI or HDFC Banks as per G.O.Ms.No.13/ IT&C Dept. Dt.07.05.06 with effect for 02.02.2007.

7.0. **Earnest Money Deposit (EMD):**

7.1 Earnest Money Deposit of Rs.1,00,000/- (Rupees One Lakh Only) in the form of crossed demand draft / pay order drawn on any scheduled bank in favour of

Director of Animal Husbandry, Payable at Hyderabad and this E.M.D. is refundable to the Tenderers. The E.M.D. of unsuccessful tenderers will be returned after signing the agreement with the successful tenderers.

7.2 Tenders received without Earnest Money Deposit will be disqualified.

7.3 Cheques, Call deposits, Term Deposits or Fixed Deposits will not be accepted towards Earnest Money Deposit.

7.4 However, the Earnest Money Deposit will be exempted to Small Scale Industrial Units, Registered with the Government of Andhra Pradesh and the National Small Scale Industries Development Corporation, New Delhi or the firms with specific exemption

7.5 Earnest Money Deposit of other tenders deposited with this department during any period of time shall not be considered for this tender.

8. 0 **SECURITY DEPOSIT**:

8.1 The successful Tenderer has to deposit the 3% of the quoted value items (Maximum Rs. 5.00 Lakhs) as Security Deposit in the form of Post Office Savings Account / Bank Account / National Savings Scheme / National Savings Certificate / Term Deposit, pledged in favour of the Director of Animal Husbandry, Andhra Pradesh, Hyderabad.

8.2 The Security Deposit and the agreement bond along with other declarations will have to be submitted within (10) days from the date of communication of tentative approval of tender.

9.0 VAT/SALES TAX CLEARANCE CERTIFICATE:

9.1 Attested Photo Copy of VAT / Sales Tax Clearance Certificate and Sales Tax Payment particulars obtained from the competent sales tax authority of the area concerned for the years 2013-14 & 2014-15 shall be attached. Certificats older than that shall not be considered. For the items which are not liable for VAT/ Sales Tax payment under relevant rules, Tax Exemption certificate from competent authority shall be produced.

10.0 **SOLVENCY CERTIFICATE:**

10.1 Attested Photo Copy of Solvency Certificate (In Original) obtained from an Officer not below the rank of Tahsildar / Mandal Revenue Officer / Mandal Development Officer or from any scheduled Bank for an amount not less than Rs.10,00,000/- (Rupees Ten Lakh only) should be enclosed. Bank documents or credit facility letters for said amounts are not valid. Enclosed Solvency Certificate shall not be older than (90) days on the date of opening of tenders.

10.2 If the firm is a proprietary concern, the Solvency Certificate shall be in the name of the firm or proprietor. If the firm is a partnership concern, the Solvency Certificate shall be in the name of the participating firm itself, but not in any other name.

11.0 **MANUFACTURING LICENSE:**

11.1 Attested Photocopy of the Latest Manufacturing License, which is in vogue shall be enclosed. If the firm has applied for renewal of license, necessary authenticated proof from the concerned Licensing Authority shall be furnished. Licenses issued for test and Analysis will not be considered. The abstract of the product quoted should be enclosed. The Manufacturing License should clearly indicate a minimum

11.2 The tenders received without proper license, authenticated list of item covered by license and authorization letters from actual / original manufacturers are liable for rejection without any further notice.

11.3 Tenderers should enclose documents to show that manufacturing Unit has been recognized with the ISO Certificate etc

11.4 Tenderers should enclose documentary evidence of having manufactured and marketed the product for the last two years, duly supported by Invoices/ Bill.

12.0 **PRODUCT STANDING IN THE MARKET:**

12.1 The product quoted should have been in the Indian market **continuously** for a minimum period of ***One year***. Tenderers shall attach **Tax Invoices at least 3 to 4 months of that particular year** issued by commercial tax department in support of trading of the product for two years.

12.2 The Product without the proof of one year market standing in India shall be summarily rejected. In event of any doubt in this regard, the Director of Animal Husbandry reserves the right to cross verify the same from the market or any concerned channel and decision of Director of Animal Husbandry shall be final. Even after the finalization of the tenders, if it comes to the notice of the department that the product approved does not actually been there in the Indian market for a minimum period of one year, such product will be deleted from the approved list, besides debarring the Tenderer for a period of five years from participating tenders and initiating criminal action for such false claims.

13.0 **NON CONVICTION CERTIFICATE (In Original)**

13.1 Each Tenderer has to furnish Original Non Conviction Certificate, issued by the concerned Licensing Authority to the effect that the manufacturer is not indulging in any unethical manufacturing practices, license is not suspended any time for the LAST TWO YEARS and that the firm was not prosecuted any time during the last two years. **This non-conviction certificate should be of latest one at the time of submission of tender and should cover 2009-10 and 2010-11.**

14.0 **BIS/ISO CERTIFICATE**:

14.1 **Tenderer** should produce BIS / ISO Certificate (wherever applicable) issued by the concerned Licensing Authority.

15.0 **DECLARATION IN TERMS OF G.O.Ms.No.352:**

15.1 Government of Andhra Pradesh through G.O.Ms.No.352, AH, DD & F Department, dt:22-11-2000 have prohibited the family members of the employees of Andhra Pradesh Animal Husbandry Department from entering into business relating to Veterinary Supplies. Therefore, tenderer should submit a declaration as per Proforma given in Annexure-A on non-judiciary stamp paper (worth of Rs.10/-) duly attested by authorized Notary. Failure to enclose the declaration, the tender will be rejected.

16.0 **QUOTING OF RATES:**

16.1 The Tenderer should quote separate Rates for different models of Milking machines, as per the specifications in Annexure-A1,A2 & A3.

16.2 The rates quoted shall be in Indian Rupees only and must be expressed both in figures and words as well. The rate for each category of Milking Machine should be quoted separately.

16.3 The rates quoted should be inclusive of price of milking machines, packing charges, accessories, handling charges, Electric motor , installation charges , transport charges and other incidental charges, if any, at FOR destination and all duties such as Excise Duty and any other authorized duties except SALES TAX/ VAT (Whichever is applicable).

16.4 Tenderers who are supplying the items offered in this tender to other states shall enclose the copies of latest invoices to support of their claim that the rates quoted to Andhra Pradesh Animal Husbandry Department are comparable.

16.5 No Insurance charges will be paid by the Department / Indenter.

16.6 The rates quoted by the Tenderer shall not exceed the controlled rates, if the Government controlled rates are in force on the date of submission of tenders. In the absence of controlled prices, the Tenderer shall quote reasonable price applicable to bulk purchases.

16.7 All rates quoted by the bidder should be valid for a period of two years from the date of acceptance of the lowest Bid.

16.8 The rates offered in the tender shall not exceed the M.R.P. as well as the lowest price at which the firm sells the product of identical description to any other department or organization or person anywhere in the State / neighboring states of A.P. If such incidences of quoting higher rates to this department come to the notice at any time, during the course of Rate Contract for the rest of the Rate Contract period, the Director of Animal Husbandry reserves the right to initiate an appropriate disciplinary action against such firms including black listing them.

16.9 if artificially low rates are quoted, the director of animal husbandry, andhra pradesh reserves the right to cross-verify them and ignore them from consideration in order to prevent unethical trade practices.

16.10 Ordinarily, the tendered items will be selected based on the lowest rates quoted by the firms in the Financial Bids. However, the Tender Committee reserves the right to select the product even with higher rates depending upon the popularity / market reputation / efficacy of the item basing on the field reports / feedback given by field Veterinarians, ignoring the lowest rates.

16.11 If Tenderer quotes the rates at his will, overlooking the conditions in the previous paragraphs, the tender is liable for cancellation even after approval of tender and firms will face suitable legal action for such action at any time during the Rate Contract period.

16.12 If the Government introduces any fresh taxes or enhances the present rate of taxes, no change in the rate can be claimed. However, such claims will be decided by the Director of Animal Husbandry based-upon the merits of each case.

16.13 No representation towards upward revision of rates once accepted will be considered, except due to revision of excise duty.

16.14 During the period of Rate Contract, if there is any reduction in the price, under any statutory provision or by Government order, the same reduction in prices shall be made applicable from the date of implementation of the order.

16.15 The rate quoted and accepted will be binding on the Tenderer for the stipulated period and on no account will any increase in the price be entertained till the completion of tender period.

16.16 No Tenderer shall be allowed at any time on any ground what so ever to claim revisions of or modifications in the rates quoted by him. Clerical error, typographical etc., committed by the Tenderers in the tender forms shall not be considered after opening of the tenders. Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be considered under any circumstances and the tenders of those who have given such conditions shall be treated incomplete and for that reason shall be summarily rejected.

16.17 The company / Firm which has been blacklisted either by Director of Animal Husbandry, A.P. Hyderabad or by any State Government or Central Government

/ Organizations should not participate in the Tender during the period of Blacklisting. If any such firm participates and the same comes to the notice at a later stage, and if any firm is Black listed at a later date either by the Government of Andhra Pradesh or any other State / Central Government will not only be debarred / Black listed permanently and their security deposit /EMD whichever is available with the Department will be forfeited and any business / transactions will be stopped with their firms forthwith.

16.18 The indented stocks shall be delivered at the place indicated by the indenting Officer or Director of Animal Husbandry at the cost of supplier.

17.0 **SAMPLES:**

17.1 The Tenderer shall deposit one sample model of Milking Machines for each category as per Specifications (ANNEXURE-B) quoted in the tender with the Assistant Director (AH), Goshalas, Shantinagar, Hyderabad, before the submission of the tenders.

17.2 The Tenderer should enclose Certificate from the concerned Departmental Officers, stating that one sample is deposited, should be enclosed with Part-I (Technical Bid) of the Tender. IF ANY TENDERER HAS NOT DEPOSITED SAMPLES AS SPECIFIED AND NOT FURNISHED CERTIFICATION, HIS TENDER IS LIABLE FOR REJECTION. The samples approved or un-approved under previous year tenders shall not be considered as sample for the present Rate Contract, Exemption from deposition of the sample will not be entertained.

17.3 THE DEMONSTRATION SHOULD BE DONE AT THE COST OF THE TENDERER AT THE PLACE SPECIFIED BY THE DIRECTOR OF ANIMAL HUSBANDARY, ANDHRA PRADESH, HYDERABAD.

17.4 The successful Tenderer shall arrange for installation and one time demonstration of functioning of Milking Machines at mandal head quarters/strategic places in each district. The selected beneficiaries are to be given training on various parts and smooth functioning of the unit.

17.5 The Successful Tenderer has to supply the spare parts like liners, cleaning brushes, pump oil, detergents and lubricants required for each model.

18.0 **COMPREHENSIVE MAINTENANCE OF THE MILKING MACHINES :**

18.1 The Tenderer shall take up Comprehensive Maintenance of the Milking Machines for the period of 1 year from the Date of Installation at the Beneficiary location on intimation from time to time during the warranty period.

19.0 **PLACING OF INDENTS**:

19.1 The Director of Animal Husbandry/Joint Directors (AH) of the district/in charge Officers of Livestock Farms shall indent the required number of Milking Machines. On arrival of consignment, the indenting officer shall verify the quantity and accept the consignment if he/she is satisfied with it as per specifications.

19.2 Indents, for the items approved will be placed on the Tenderer directly. The indented goods should be supplied to destination as prescribed or indented by the indenting officer.

19.3 However, the Director of Animal Husbandry. A.P., Hyderabad reserves the right to accept stocks from the firms directly or any of the authorized stockiest under emergencies or under special circumstances, as he may think fit.

20.0 **STOCKIST**:

20.1 The successful Tenderer can appoint One/ two Stockiests within the state of ANDHRA PRADESH.

20.2 The successful Tenderer while appointing a Stockiest clearly shall indicates the area of operation.

20.3 The Director of Animal Husbandry reserves the right to delete any area from the approved Stockiest (or) add new area to the other approved Stockiest (or) completely delete any of the approved Stockiest(s) during the course of the Rate Contract period based on the merits of representation of the Tenderer, the approved Stockiest and the Departmental Officers.

20.4 The Stockiest shall furnish his declaration in the prescribed proforma along with acceptance for effecting supplies to the Indenter as per the conditions of release order.

21.0 **PERIOD OF RATE CONTRACT**:

21.1 The Rate Contract will be in force for a period of two years from the date of acceptance of tender.

22.0 **AGREEMENT:**

22.1 Every successful Tenderer on intimation by this office shall execute an agreement on Rs.100-00 (Rupees One Hundred only) non-judicial stamp paper in the prescribed form, which will be supplied along with the list of item tentatively approved. Agreement should be typed only on one side of stamp paper with due attestation on each page.

22.2 In the event of failure to execute agreement in proper form along with the Security deposit by successful Tenderer within (10) days, the EMD of such Tenderer will be forfeited and such defaulters will forego the right to participate for future tenders for minimum period of (3) years.

23.0 **DEMONSTRATION OF THE MILKING MACHINES SAMPLE** :

23.1 The Tenderer shall arrange for demonstration of Milking Machines as per specifications before opening of the Tender Document Part –I. The Technical Bid Committee shall verify the functioning of the Milking Machines during demonstration.

23.2 If the sample is declared to be not of standard quality will be deemed to be rejected. If any Milking Machines supplied by the Tenderer is used after supply and is subsequently found to be not as per specifications, inferior in quality or description or are otherwise faulty or unfit for use, then the cost of such Milking Machines will be recovered from the Tenderer, if the payment had already been made, in addition to penalty. *The approved Rate Contract firms shall Re-Supply the Milking Machines.*

23.3 The Director of Animal Husbandry or his authorized representative (s) has the right to inspect the factories of those companies who have quoted for the tender, before, accepting the rate quoted by them or before releasing any order(s) or at any point of time during the continuance of tender and has also the right to reject the tender or terminate / cancel the orders issued or not to reorder based on facts brought out during such inspections.

24.0 **PAYMENT PROVISION**:

24.1 No advance payment for supplies shall be entertained.

24.2 The Joint Director will effect the payment to the supplier towards that consignment duly obtaining the Administrative Sanction immediately.

24.3 The Joint Director (AH) will effect the 95% payment to the supplier towards the consignment. The remaining 5% of amount shall be paid on Satisfactory

completion of the Comprehensive Maintenance period (1 year) as prescribed in para No.19.

24.5 The decision of Director of Animal Husbandry, A.P., Hyderabad or any officer duly authorized by him shall be final with regard to acceptability of the Milking Machines supplied and plea for assigning any reasons for rejection will not be entertained.

25.0 **PENALITIES**:

25.1 If the successful Tenderer fails to execute the agreement and / or deposit the required security deposit within the time specified or withdraws his tender after the intimation of the acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Earnest Money Deposit deposited by him along with his tender shall stand forfeited to the Director of Animal Husbandry Department, A.P. Hyderabad and he will also be liable for all damages sustained by the Director of Animal Husbandry, A.P. Hyderabad by reasons of breach, such as failure to supply, including the liability to pay any difference between the prices accepted by him and those ultimately paid for the procurement of the articles concerned. Such damages shall be assessed by the Director of Animal Husbandry whose decision is final in the matter.

25.2 Non-performance of contract provisions will disqualify a firm to participate in the tender for the next three years.

25.3 In the event of tendered supplies failing quality test, contract with the Tenderer will be suspended and purchases made from alternative suppliers. *Such firms may be black listed for three years* beginning from the year following the one in which defective supplies were detected. The Tenderer shall also be liable for action under criminal law and the matter shall be notified to the concerned Licensing Authority.

25.4 In all the above conditions, the decision of the Director of Animal Husbandry, A.P. Hyderabad shall be final and binding.

26.0 **GENERAL**:

26.1 The Firm/Authorized stockiest shall comply with all the indents placed by the Indenting Officer within a period of THIRTY DAYS under ordinary circumstances from the date of receipt of supply orders. If any firm /Authorized stockiest fails to supply the indented stocks within a period of THIRTY DAYS, the indented order automatically gets cancelled. Besides any excess cost due to purchase of such stock from L2 firm /stockiest (or) from open market will be recovered from the defaulting firm. If the non-compliance of indents causes inconvenience to the prompt and regular supply of the stocks to the Department, the Director of Animal Husbandry reserves the right to delete such firm/stockiest from the Rate Contract for the rest of the period.

26.2 Payments to the suppliers will ordinarily be made within a period of (30) DAYS from the date of supply of stocks, by the Departmental Officers. However, this period gets extended under special or unforeseen circumstances.

26.3 Payments to the suppliers will ordinarily be made within a period of (30) DAYS from the date of supply of stocks, by the Departmental Officers. However, this period gets extended under special or unforeseen circumstances.

26.4 In the event of the successful Tenderer failing to supply the stocks released in his favour under this Rate Contract within the period prescribed for delivery or requesting for deletion of approved and accepted items by the Tenderer, the Department shall have right to resort to local purchase and the extra expenditure involved while doing so by the Department will be recovered from the Security Deposit in whole or in part, and if the Security Deposit falls short the balance of extra amount will be recovered from any amount payable to the Tenderer, by

any officer of the Animal Husbandry Department or such an amount will be recovered with legal charges, if any, under Revenue Recovery Act.

26.5 In the event of successful Tenderer failing to supply the 'stocks' as indented by the Departmental Officers within the prescribed period partially or in whole the Director of Animal Husbandry, Andhra Pradesh, Hyderabad has the right to take action against such Tenderer and such defaulters will forego the right to participate in future tenders for a minimum period of THREE YEARS.

26.6 Approved firms including Government Agencies, who fail/refuse to supply the intended items, they shall be liable to be debarred from entering into the Tender for the succeeding (3) years.

26.7 Approved firms including Government Agencies, who fail/refuse to supply the intended items, they shall be liable to be debarred from entering into the Tender for the succeeding (3) years.

26.7 The firm at their own expenses shall take rejected items back within (15) DAYS of the notice of rejection. If not, Director of Animal Husbandry, A.P., Hyderabad or any one duly authorized by him shall remove them from the deposited point the clearance charges thus incurred shall be recovered from the firm.

26.8 The firm at their own expenses shall take rejected items back within (15) DAYS of the notice of rejection. If not, Director of Animal Husbandry, A.P., Hyderabad or any one duly authorized by him shall remove them from the deposited point the clearance charges thus incurred shall be recovered from the firm.

26.9 Any shortage or breakage during the transit should be made good by the supplier at his own cost. Goods found damaged on opening of consignment shall be replaced by the supplier at his own cost, within (15) days of the intimation of the Indenter.

26.10 The bills towards the stocks supplied by the Rate Contract firm should be sent to the Concerned Joint Director (AH)/Indenting Officer.

26.11 The decision of the Director of Animal Husbandry, A.P., Hyderabad or officer authorized by him shall be final with regards to the acceptability of stores/stocks supplied by Tenderer. Any plea for assigning the reasons for rejection will not be entertained.

i) COPIES OF EVERY DOCUMENT PRODUCED BY THE TENDERER SHOULD BE CLEAR AND LEGIBLE, OTHERWISE IT WILL NOT BE CONSIDERED.

ii) ALL PHOTO COPIES OF DOCUMENTS ENCLOSED SHALL BE DULY ATTESTED BY A GAZETTED OFFICER, UNDER HIS NAME AND OFFICIAL SEAL.

26.12 The tender without containing necessary enclosures and incomplete / faulty tenders shall be rejected at the time of opening without any further notice. No extension of time will be given in this regard.

26.13 The Technical Bid Committee or its nominee shall be empowered to cross verify the facts as well as product provided in the Technical Bid, before finalizing the firms to be placed before the Financial Bid Committee. If necessary, Technical Bid Committee or its nominee can visit the premises of participating firm and inspect the manufacturing, and other facilities for arriving at the decision regarding the finalization of Technical Bids.

26.14 The Financial Bids of such firms which have been qualified /approved by the Technical Bid Committee shall only be considered by the Financial Bid Committee for their scrutiny / approval of the Rates of the Rate Contract

26.15 If the Stock of the firm is declared as substandard / not of quality by the Competent Authority the same will be returned to the firms. The concerned firms have to replace such sub-standard Equipment with fresh stock of standard Equipment immediately, equal to the quantity of supply made.

26.16 If any Firm/Manufacturer/Stockiest is not honoring the Terms and Conditions and not supplying indented Equipment Stockiest /firms will be debarred for a period of (3) years, from participating in such Departmental Tenders.

26.17 Tenderers while supplying the Milking Machines to the Department should invariably supply User manual / literature in sufficient number as required by Indenter.

26.18 The Director of Animal Husbandry, A.P., Hyderabad does not bind himself to accept the lowest tender and reserves the right to reject any one or all tenders or accept any one or more tenders for the same item, without assigning any reasons thereof and no further correspondence will be entertained on this subject.

26.19 The Director of Animal Husbandry is empowered to resort to any punitive actions ranging from recovering of losses to BLACK LISTING of the erring Rate Contract Firm / Stockiest for any kind of malpractices, violating the tender terms and conditions.

26.20 Tenders imposing any extra conditions of their own will be summarily rejected.

26.21 Only those agreeing with the above tender conditions may offer their tenders.

27.0 **SAVING CLAUSE**:

No Suit, Prosecution or any Legal proceedings shall lie against Animal Husbandry Department, A.P., Hyderabad or any person for anything which is done in good faith or intended to be done in pursuance of Tender.

Dr. MANMOHAN SINGH
PRINCIPAL SECRETARY TO GOVERNMENT

ANNEXURE

SPECIFICATIONS FOR PROCUREMENT OF MILING MACHING

S.No	Specification	Hand operated	Power Operated		Power operated with back up
			Single bucket	Double bucket	
1	Category of animal	Cows & Buffaloes	Cows & Buffaloes		Cows & Buffaloes
2	Maximum Time for milking one Cow/ buffalo	4 min / 8min	4 min / 8min	20-25 animals/ hour	4 min / 8min
3	Power required	--	180 watt (230 volt)	180 watts (230 volt)	180 watts (230 volt)
			1400 Rpm	1400 Rpm	1400 Rpm
			Single phase	Single phase	Single phase
			(Ac motor driven)	(Ac motor driven)	(Ac motor driven)
4	Meteor Power	--	0.50 to 1 HP. ISO standard	1 HP, ISO standard	0.50 to 1 HP, ISO standard
			As per CE regulation	As per CE regulation	As per CE regulation SOR single bucket and 1 HP for double bucket
5	Vacuum pump capacity	400 Lt/Min	400 Lt/Min	400 Lt/Min	400 Lt/Min
		Oil lubricated re-circulatory with oil chamber which in vacuum pump which gives maintenance system	Oil lubricated re-circulatory with oil chamber which in vacuum pump which gives maintenance system	Oil lubricated re-circulatory with oil chamber which in vacuum pump which gives maintenance system	Oil lubricated re-circulatory with oil chamber which in vacuum pump which gives maintenance system
6	Battery				35 Ah 12 volt (CE Regulatory),
					2 KVA Investor for single bucket and 5KVK for double bucket and backup
7	Battery Charge				1(CE regulation)
8	Pulse rate	55-60 per minute.	55-60 per minute.	55-60 per minute.	55-60 per minute.
9		Oil lubricated re-circulatory with oil chamber which in vacuum pump which gives maintenance system	Oil lubricated re-circulatory with oil chamber which in vacuum pump which gives maintenance system	Oil lubricated re-circulatory with oil chamber which in vacuum pump which gives maintenance system	Oil lubricated re-circulatory with oil chamber which in vacuum pump which gives maintenance system
		ISO Marked.	ISO Marked.	ISO Marked.	ISO Marked.
10	Cleaning	Boiling water	Boiling water	Boiling water	Boiling water
11	Teat Cup	Stainless	Stainless	Stainless	Stainless
12	Minimum Milk Claw Capacity	Minimum 150 cc	Minimum 150 cc	Minimum 150 cc	Minimum 150 cc
13	Mounting	--	--	--	Stainless steel trolley Mobile
14	Milking can	Stainless Steel (ISO 900)	Stainless Steel (ISO 900)	Stainless Steel (ISO 900)	Stainless Steel (ISO 900)
		Capacity: Minimum 25Lts.	Capacity: Minimum 25Lts.	Capacity: Minimum 25Lts.	Capacity: Minimum 25Lts.
15	Rubber liners, connecting tubes and accessories	Standard & food grade quality, Single piece	Standard & food grade quality, Single piece	Standard & food grade quality, Single piece	Standard & food grade quality, Single piece

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